

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES <b>1   5</b>				
2. AMENDMENT/MODIFICATION NO. <b>0001</b>			3. EFFECTIVE DATE <b>See Block 16C</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)			
6. ISSUED BY <b>DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 2954 FT. BELVOIR, VIRGINIA 22060-6222 BUYER/SYMBOL- CHRISTINE HOPPER DESC-BZD PHONE - 703-767-9254</b>			7. ADMINISTERED BY (If other than Item 6)		CODE					
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)					(U)			9A. AMENDMENT OF SOLICITATION NO.  <b>SP0600-05-R-0088</b>		
								9B. DATED (SEE ITEM 11) <b>JANUARY 14, 2005</b>		
								10A. MODIFICATION OF CONTRACT/ORDER NO.		
								10B. DATED (SEE ITEM 13)		
CODE				FACILITY CODE						
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>										
<p>[ X ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended [ X ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>										
12. ACCOUNTING AND APPROPRIATION DATA (If required)										
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>										
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.										
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)										
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:										
D. OTHER (Specify type of modification and authority)										
E. IMPORTANT: Contractor [ X ] is not, [ ] is required to sign this document and return ___ copies to the issuing office.										
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)										
<b>CONTINUED ON PAGE 2</b>										
Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.										
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Debra Simpson-Mayeux</b>						
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  <i>Debra Simpson-Mayeux</i> (Signature of Contracting Officer)		16C. DATE SIGNED  <b>3/02/05</b>				

1. The following changes are made to the Commercial/Solicitation Package (changes need to also be made in the index and cover sheet accordingly):

- a. Page C-1, Section A- Cover Sheet, No. 5 the quantity being purchased for Turbine, Aviation (F35) is hereby increased by 16,425,000 USG to 124,256,000 USG.
- b. Page C-1, Section A- Cover Sheet, No. 5, the delivery period should be modified as follows: Delivery Period: Basic – July 1, 2005 through June 30, 2006; Option 1 – July 1, 2006 through December 31, 2006; Option 2 – January 1, 2007 through June 30, 2007.
- c. The following Clause **I270 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)(APR 1984)** is added to the solicitation. The entire clause appears on Page 3 of this amendment.
- d. The following Clause **I271 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)** is added to the solicitation. The entire clause appears on Page 3 of this amendment.

2. The following changes are made to the Addendum Package (changes need to also be made in the index and cover sheet accordingly):

- a. Pages A-5 through A-14, the page continuation reference of B1 should be deleted and replaced with "B1.15 CONT'D".
- b. Page A-5, the total estimated F35 quantity is hereby increased by 16,425,000 USG to 124,256,000 USG.
- c. Page A-5, the quantity for line item **0001 KANDAHAR INTERNATIONAL AIRPORT** is hereby increased 16,425,000 gallons to 32,850,000 gallons. The minimum quantity required is amended to 6,570,000 USG (18,000 USG per day). The maximum quantity required is 32,850,000 USG (90,000 USG per day).
- d. Pages A-5 through A-7, the specification note for the Basic Requirement and the two Option Periods for Turbine Fuel, Aviation (F35) should be modified as follows:  
SPECIFICATION: U.K. Defense Standard 91-91/ Issue 4, dated 14 June 2002 (See Clause C16.09-5 (DESC 52.246-9FNB).
- e. Page A-6, the total estimated F35 quantity is hereby increased by 8,280,000 USG to 62,638,000 USG.
- f. Page A-6, the quantity for line item **0001 KANDAHAR INTERNATIONAL AIRPORT** is hereby increased 8,280,000 gallons to 16,560,000 gallons. The minimum quantity required is amended to 3,312,000 USG (18,000 USG per day). The maximum quantity required is 16,560,000 USG (90,000 USG per day).
- g. Page A-7, the total estimated F35 quantity is hereby increased by 8,145,000 USG to 61,618,000 USG.
- h. Page A-7, the quantity for line item **0001 KANDAHAR INTERNATIONAL AIRPORT** is hereby increased 8,145,000 gallons to 16,290,000 gallons. The minimum quantity required is amended to 3,258,000 USG (18,000 USG per day). The maximum quantity required is 16,290,000 USG (90,000 USG per day).
- i. Pages A-8 through A-10, the specification note for the Basic Requirement and the two Option Periods for Unleaded Gasoline (PAG) should be modified as follows:  
SPECIFICATION: See Clause C16.18-25 (52.246-9FJT).

- j. Pages A-11 through A-13, the specification note for the Basic Requirement and the two Option Periods for the Diesel Fuel (PAD) should be modified as follows:  
SPECIFICATION: See Clause C16.30 (52.246-9FCC).
- k. Page A-14, General Notes For All Products, Note D is amended as follows: Evaluation of TT mode offers will be in accordance with Clause M25.05.100 EVALUATION OF OFFERS INVOLVING F.O.B. TANK TRUCK DELIVERIES (BULK)(AFGHANISTAN/PAKISTAN)(DESC JAN 2005).
- l. Page A-15, the Reference Price Tabulation in paragraph (f) TABLE contained in Clause **B19.34 ECONOMIC PRICE ADJUSTMENT (OVERSEAS BULK) (DESC MAR 2003)** is hereby deleted and replaced by paragraph (f) TABLE which appears on Page 4 of this amendment.
- m. The following Clause **C16.08-9 TURBINE FUEL, AVIATION (JET A1) WITH FUEL SYSTEM ICING INHIBITOR (FSII), CORROSION INHIBITOR (CI), AND STATIC DISSIPATOR ADDITIVE (SDA)(JP8/JB8)(DESC JUL 2004)** is hereby deleted and replaced by Clause **C16.09-5 TURBINE FUEL, AVIATION (JET A-1) WITH FUEL SYSTEM ICING INHIBITOR (FSII), CORROSION INHIBITOR (CI), AND STATIC DISSIPATOR ADDITIVE (SDA)(F35)(AFGHANISTAN/PAKISTAN)(DESC MAR 2005)** which appears on Page 5 of this amendment.
- n. The following Clause **I90 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)** is added to the solicitation. The entire clause appears on Page 5 of this amendment.

#### **I270 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)**

The Contractor shall—

- (a) Provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires; and
- (b) Continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.  
(FAR 52.228-3)

#### **I271 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)**

(a) This paragraph applies if the Contractor employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to workers' compensation insurance under the Defense Base Act (42 U.S.C. 1651, et seq.). On behalf of employees for whom the applicability of the Defense Base Act has been waived, the Contractor shall—

- (1) Provide, before commencing performance under this contract, at least that workers' compensation insurance or the equivalent as the laws of the country of which these employees are nationals may require; and
- (2) Continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act would apply but for the waiver, a clause similar to this paragraph (a) (including this sentence) imposing upon those subcontractors this requirement to provide such workers' compensation insurance coverage.
- (b) This paragraph applies if the Contractor or any subcontractor under this contract employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to the War Hazards Compensation Act (42 U.S.C. 1701, et seq.). On behalf of employees for whom the applicability of the Defense Base Act (and hence that of the War Hazards Compensation Act) has been waived, the Contractor shall, subject to reimbursement as provided elsewhere in this contract, afford the same protection as that provided in the War Hazards Compensation Act, except that the level of benefits shall conform to any law or international agreement controlling the benefits to which the employees may be entitled. In all other respects, the standards of the War Hazards Compensation Act shall apply; e.g., the definition of war-hazard risks (injury, death, capture, or detention as the result of a war hazard as defined in the Act), proof of loss, and exclusion of benefits otherwise covered by workers' compensation insurance or

the equivalent. Unless the Contractor elects to assume directly the liability to subcontractor employees created by this clause, the Contractor shall insert, in all subcontracts under this contract to which the War Hazards Compensation Act would apply but for a waiver, a clause similar to this paragraph (b) (including this sentence) imposing upon those subcontractors this requirement to provide war-hazard benefits.

(FAR 52.228-4)

**B19.34 ECONOMIC PRICE ADJUSTMENT (OVERSEAS BULK) (DESC MAR 2003)**  
(f) **TABLE.**

REFERENCE PRICE TABULATION	
NAME OF PUBLICATION	HEADING UNDER WHICH REFERENCE PRICE IS PUBLISHED AND NAME OF PRODUCT
Oil Companies Advisory Committee (OCAC)	<p><b>For JP-1:</b> Government Minimum Selling Price (GMSP) (Technical)</p> <p><b>For High Speed Diesel:</b> See Below</p> <p><b>For MS (87 RON):</b> Ex-Refinery Prices - Ex-NRL/PRL/Imports, Karachi, Ex-PARCO, Muzaffargarh, Ex-ARL, Rawalpindi &amp; Ex-OGDC Refinery Dhodak</p>

PRODUCT	REFERENCE PRODUCT	REFERENCE PRICE EFFECTIVE DEC 16, 2004
Turbine Aviation-F35	JP-1	\$1.297900 USD/USG
Diesel Fuel - PAD	High Speed Diesel	\$1.272523 USD/USG
Unleaded Gasoline - PAG	MS (87 RON)	\$1.261739 USD/USG

**NOTES:**

- Product reference prices will change based on submission of the posted prices, which are published on the 15<sup>th</sup> day and the final day of each month, effective the following day, from the Oil Companies Advisory Committee (OCAC).
- Exchange rate of Pakistan Rupees to U.S. Dollar will be determined using the rates from the International Monetary Fund website: [http://www.imf.org/external/np/fin/rates/param\\_rms\\_mth.cfm](http://www.imf.org/external/np/fin/rates/param_rms_mth.cfm) for the 1<sup>st</sup> and 16<sup>th</sup> of every month. Choose "Representative Rates for Selected Currencies" to identify Pakistan Rupees for the **effective** date required.

(a) Example: Exchange Rate for 16 DEC 2004: 59.673 (round to 3 decimal places)

(b) Example: Cost of High Speed Diesel (HSD), in \$ per Liter, rounded to 6 decimal places:

Cost of HSD (16 DEC 04): 20.06 R/L

Exchange Rate (16 DEC 04): 59.673 R/\$

Cost of HSD (\$/L) = 20.06 / 59.673 = \$0.336165 / L

(c) Example: Cost of HSD in \$ / L converted to Gallons (USG), rounded to 6 decimal places:

Cost of HSD (16 DEC 04): \$0.336165 / L

Conversion Rate from Liters to USG (Clause M55): 3.785413

Cost of HSD (\$ / USG) = \$0.336165 \* 3.785413 = **\$1.272523 / USG**

(DESC 52.216-9F25)

**C16.09-5 TURBINE FUEL, AVIATION (JET A1) WITH FUEL SYSTEM ICING INHIBITOR (FSII), CORROSION INHIBITOR (CI), AND STATIC DISSIPATOR ADDITIVE (SDA) (F35) (AFGHANISTAN/PAKISTAN) (DESC MAR 2005)**

Aviation Turbine Fuel, Jet A1, shall conform to Defence Standard 91-91, Issue 4, dated June 14, 2002, except as modified below:

(a) **APPEARANCE.** The appearance requirement of Table 1 is deleted and replaced with the following: "At the time of Government acceptance, the finished fuel shall be visually free from undissolved water, sediment, or suspended matter and shall be clear and bright when tested in accordance with ASTM D 4176, Procedure 1. In case of dispute, the fuel shall be clear and bright at 21 degrees Celsius (70 degrees Fahrenheit) and shall contain no more than 1.0 mg/L of particulate matter."

(b) **CLEANLINESS.** Test limits for particulate matter and filtration time shall be as specified in MIL-DTL-83133E, Table I. The test procedure for assessing these properties shall be MIL-DTL-83133E, Appendix A. The maximum particulate content must be 1.0 mg/L. The maximum filtration time shall be 15 minutes. A minimum sample size of 3.79 liters (1 U.S. Gallon) must be filtered. Alternative methods for determination of particulate contamination shall be ASTM D 5452 or ASTM D 2276.

(c) **ADDITIVE REQUIREMENTS (The Contractor shall furnish and inject the following additives, as required).**

Additives shall not be premixed with other additives before injection into the fuel so as to prevent possible reactions among the concentrated forms of different additives.

(1) Immediately after processing, antioxidant shall be added to hydrotreated fuels. Antioxidants and concentrations listed in Defense Standard 91-91, Issue 4, will be added to a fuel (or a fuel component) that has been hydroprocessed. This must be done immediately after hydroprocessing and prior to the product or component being passed into storage, in order to prevent peroxidation and gum formation after manufacture.

(2) Corrosion Inhibitor/Lubricity Improver (CI/LI) additive(s) shall be added of the type and concentration cited by QPL 25017 (latest revision). As of the date of this clause, QPL 25017-20, dated May 31, 2004, is the current version of the QPL. Only the following CI/LI additives are approved for shipment to NATO countries:

<u>INHIBITOR</u>	<u>CONCENTRATION, GRAMS/CUBIC METER</u>
Apollo PRI-19	18 - 22.5
Octel DCI-4A	9 - 22.5
Hitec 580	15 - 22.5
Nalco 5403	12 - 22.5
Tolad 4410	9 - 22.5

(3) Fuel System Icing Inhibitor (FSII), Diethylene Glycol Monomethyl Ether (DiEGME), in accordance with MIL-DTL-85470, shall be added at a concentration of 0.10 - 0.15 volume percent.

(4) Static Dissipator Additive (SDA) shall be added to the fuel to impart electrical conductivity in accordance with Def Stan 91-91/4. However, the conductivity level shall be between 150 and 450 pS/m.

(DESC 52.246-9FNB)

**190 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)**

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC or if OFAC's implementing regulations at 31 CFR Chapter V would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.epls.gov/TerList1.html>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(FAR 52.225-13)